# <u>United States Bankruptcy Court</u> <u>Southern District of New York</u>

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)

(Jointly Administered)

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BKM Holdings (Cayman) Ltd. Name of Transferee Merrill Lynch, Pierce, Fenner & Smith Incorporated Name of Transferor

Court Claim #: <u>multiple</u>; <u>see attached schedule</u> Claim Amount: <u>see attached schedule</u>

Name and Address where notices to Transferee should be sent:

BKM Holdings (Cayman) Ltd. c/o Davidson Kempner Capital Management 520 Madison Avenue, 30<sup>th</sup> Floor New York, NY 10022 Attn.: Jennifer Donovan

Telephone: (212) 446-4018 Email: jdonovan@dkpartners.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BKM HOLDINGS (CAYMAN) LTD.

By: Midtown Acquisitions LP, its sole shareholder By: Midtown Acquisitions GP LLC, its general partner

By: Variety only Variety

1....

June 12 2017

Title:

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Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

# Schedule

Proof of Claim Number	Allowed Claim Amount	Aggregate Allowed Amount Transferred
39733.01	993,374.04	
39733.00	1,844,837.50	2,838,211.54
39786.00	1,844,837.50	
39786.01	993,374,04	2,838,211.54
44064.01	350,456.38	
44064.02	188,707.28	539,163.66
55856.01	1,633,981.78	
55856.01	387,077.71	
55856.01	119,463.70	
55856.01	47,042.72	
55856.01	2,337,693.62	
55856.01	667,543.22	
55856.01	913,402.98	
55856.01	198,370.29	
55856.01	167,073.71	
55856.01	1,721,565.66	
55856.01	840,887.62	20,577,462.80
55856.01	650,368.62	
55856.01	395,784.39	
55856.01	3,306,160.65	
55856.01	2,442,107.12	
55856.01	1,872,769.14	
55856.01	1,328,890.30	
55856.01	213,446.76	
	1,060,544.23	
	Claim Number 39733.01 39733.00 39786.00 39786.01 44064.01 44064.02 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01 55856.01	Claim Number         993,374.04           39733.01         993,374.04           39786.00         1,844,837.50           39786.01         993,374.04           44064.01         350,456.38           44064.02         188,707.28           55856.01         1,633,981.78           55856.01         387,077.71           55856.01         119,463.70           55856.01         47,042.72           55856.01         2,337,693.62           55856.01         667,543.22           55856.01         198,370.29           55856.01         198,370.29           55856.01         167,073.71           55856.01         1,721,565.66           55856.01         395,784.39           55856.01         395,784.39           55856.01         3,306,160.65           55856.01         2,442,107.12           55856.01         1,872,769.14           55856.01         1,328,890.30           55856.01         213,446.76           55856.01         1,060,544.23

	3,472,211.28	55857.01	XS0177758801
	821,714.45	55857.01	XS0366666419
	252,580.40	55857.01	XS0366666179
	101,026.16	55857.01	XS0366666336
	4,967,598.94	55857.01	XS0346881252
	1,419,573.84	55857.01	XS0366665106
	1,940,981.33	55857.01	XS0364806298
	421,536.86	55857.01	XS0366665015
	354,291.06	55857.01	XS0366664984
	3,658,327.02	55857.01	XS0362223363
43,722,350.10	1,785,629.89	55857.01	XS0366665791
	1,382,357.21	55857.01	X80366665361
	838,890.83	55857.01	XS0366665288
	7,025,685.91	55857.01	XS0383284923
	5,189,596.82	55857.01	XS0366666096
	3,979,451.11	55857.01	XS0366665874
	2,823,878.06	55857.01	XS0366665957
	453,730.39	55857.01	XS0383284840
	2,254,230.37	55857.01	XS0383285060
	579,058.17	55857.01	XS0383284766
	12,935,188.19	59098.02	XS0270986499
	11,720,797.02	59098.03	XS0300241923
37,932,284.94	6,965,101.33	59098.21	XS0270986499
	6,311,198.40	59098.22	XS0300241923
	5,334,404.61	60628.00	XS0268040192
8,206,776.33	2,872,371.72	60628.01	XS0268040192
	1,752,281.89	62795.00	XS0251195847
2,695,818.29	943,536.40	62795.01	XS0251195847
	1,507,319.00	63603.01	XS0230752882
7,177,709.52	5,670,390.52	63603.03	XS0230752882

#### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to BKM Holdings (Cayman) Ltd. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claims"), in Seller's right, title and interest in and to Proof of Claim Number(s) set forth at Schedule 1 hereto (the "Proof of Claim") against Lehman Brothers Holdings, Inc. ("LBHP"), debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property paid on or after the Trade Date (defined below), which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptey Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any predecessor in interest acquired the rights underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims and specified in Schedule 1 attached hereto and (d) any and all proceeds of any of the foregoing paid on or after the Trade Date (collectively, as described in clauses (a), (b) and (c), the "Transferred Claims"; provided however that the parties agree that the Transferred Claims do not include any rights title or interest in or to the Distributions (as defined below) (other than the Twelfth LBHI Distribution and the Tenth LBT Distribution (each, as defined below)). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) each Proof of Claim includes the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the same class and type as the Transferred Claims; (g) with respect to each Transferred Claim, Seller or a predecessor in interest has received from LBHI (A) the initial LBHI distribution on or about April 17, 2012 in the amount set forth in Schedule 2 attached hereto (the "Initial LBHI Distribution"), (B) the second LBHI distribution on or about October 1, 2012 in the amount set forth in Schedule 2 attached hereto (the "Second LBHI Distribution"), (C) the third LBHI distribution on or about April 4, 2013 in the amount set forth in Schedule 2 attached hereto (the "Third LBHI Distribution"), (D) the fourth LBHI distribution on or about October 3, 2013, in the amount set forth in Schedule 2 attached hereto (the "Fourth LBHI Distribution"), (E) the fifth LBHI distribution on or about April 3, 2014 in the amount set forth in Schedule 2 attached hereto (the "Fifth LBHI Distribution"), (F) the sixth LBHI distribution on or about October 2, 2014 in the amount set forth in Schedule 2 attached hereto (the "Sixth LBHI Distribution"), (G) the seventh LBHI distribution on or about April 2, 2015 in the amount set forth in Schedule 2 attached hereto (the "Seventh LBHI Distribution"), (H) the eighth LBHI distribution on or about October 1, 2015 in the amount set forth in Schedule 2 attached hereto (the "Eighth LBHI Distribution"); (I) the ninth LBHI Distribution on or about March 31, 2016 in the amount set forth in Schedule 2 attached hereto (the "Ninth LBHI Distribution");

- (I) the tenth LBHI distribution on or about June 16, 2016 in the amount set forth in Schedule 2 attached hereto (the "Tenth LBHI Distribution"); (K) the eleventh LBHI distribution on or about October 6, 2016 in the amount set forth in Schedule 2 attached hereto (the "Eleventh LBHI Distribution"); and (L) the twelfth LBHI distribution on or about April 6, 2017 in the amount set forth in Schedule 2 attached hereto (the "Tweifth LBHI Distribution"); (i) with respect to each Purchased Security, the Seller or a predecessor in interest has received from Lehman Brothers Treasury Co., B.V. ("LBT") (A) the initial LBT distribution on or about May 8, 2013 in the amount set forth in Schedule 3 attached hereto (the "Initial LBT Distribution"), (B) the second LBT distribution on or about October 24, 2013 in the amount set forth in Schedule 3 attached hereto (the "Second LBT Distribution"), (C) the third LBT distribution on or about April 28, 2014 in the amount set forth in Schedule 3 attached hereto (the "Third LBT Distribution"), (D) the fourth LBT distribution on or about October 28, 2014 in the amount set forth in Schedule 3 attached hereto (the "Fourth LBT Distribution"), (E) the fifth LBT distribution on or about April 27, 2015 in the amount set forth in Schedule 3 attached hereto (the "Fifth LBT Distribution"), (F) the sixth LBT distribution on or about October 29, 2015 in the amount set forth in Schedule 3 attached hereto (the "Sixth LBT Distribution"), (G) the seventh LBT distribution on or about April 28, 2016 in the amount set forth in Schedule 3 attached hereto (the "Seventh LBT Distribution"), (H) the eighth LBT distribution on or about July 14, 2016 in the amount set forth in Schedule 3 attached hereto (the "Eighth LBT Distribution"); and (I) the ninth LBT distribution on or about November 29, 2016 in the amount set forth in Schedule 3 attached hereto (the "Ninth LBT Distribution"; the tenth LBT distribution on or about May 4, 2017 in the amount set forth in Schedule 3 attached hereto (the "Tenth LBT Distribution") and together with the Initial LBHI Distribution, the Second LBHI Distribution, the Third LBHI Distribution, the Fourth LBHI Distribution, the Fifth LBHI Distribution, the Sixth LBHI Distribution, the Seventh LBHI Distribution, the Eighth LBHI Distribution, the Ninth LBHI Distribution, the Tenth LBHI Distribution, the Eleventh LBHI Distribution, the Twelfth LBHI Distribution, the Initial LBT Distribution, the Second LBT Distribution, the Third LBT Distribution, the Fourth LBT Distribution, the Fifth LBT Distribution, the Sixth LBT Distribution, the Seventh LBT Distribution, the Eighth LBT Distribution and the Ninth LBT Distribution, the "Distributions"); and (j) other than the Distributions, neither Seller nor a predecessor in interest has received any payment or distribution, whether directly or indirectly, on account of the Transferred Claims or Purchased Securities, The last sentence of Section 1 of the Agreement and Evidence of Transfer of Claim that was filed with the Court on June 4, 2010 under docket numbers 9412 and 9413, and on July 1, 2010 under docket numbers 9975, 9977, 9978, 9979, 9980 and 9981 is: "For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings."
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit to Buyer any payments, distributions or proceeds received by Seller after the trade date of February 15, 2017 (the "Trade Date") in respect of the Transferred Claims (including, without limitation, the Twelfth LBHI Distribution and the Tenth LBT Distribution). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may

designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below. This Agreement may be executed in one or more counterparts, and all counterparts taken together shall be deemed to constitute one and the same instrument. Signatures may be exchange over email transmission.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is dated as of \_X\_June, 2017

By:

# MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

#### BKM HOLDINGS (CAYMAN) LTD.

By: Midtown Acquisitions L.P., its sole shareholder By: Midtown Acquisitions GP LLC, its general partner

Naye: SETH DENSON DIRECTOR

Address: e/o 214 North Tryon Street, 15th Floor, Charlotte, NC 28255 Aun: Meredith R. Smith

Tel: (980) 388-4526 Email: meredith.r.smith@baml.com Name: Title:

Address:
c/o Walkers Corporate Limited,
Cayman Corporate Centre,
27 Hospital Road
George Town, Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Davidson Kempner Capital Management,
520 Madison Avenue, 30th Floor,
New York, NY 10022

Tel: 212 446 4018 Fax: 212 371 4318

Email: jdonovan@dkpartners.com

Attn: Jennifer Donovan

designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below. This Agreement may be executed in one or more counterparts, and all counterparts taken together shall be deemed to constitute one and the same instrument. Signatures may be exchange over email transmission.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is dated as of 3 June, 2017

# MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By:
Name:
Title:

Address: c/o 214 North Tryon Street, 15th Floor, Charlotte, NC 28255 Attn: Meredith R. Smith Tel: (980) 388-4526

Email: meredith.r.smith@baml.com

#### **BKM HOLDINGS (CAYMAN) LTD.**

By: Midtown Acquisitions L.P., its sole shareholder By: Midtown Acquisitions GP LLC, its general partner

Name: Title:

Address:
c/o Walkers Corporate Limited,
Cayman Corporate Centre,
27 Hospital Road
George Town, Grand Cayman KY1-9008
Cayman Islands

With a copy to: c/o Davidson Kempner Capital Management, 520 Madison Avenue, 30th Floor, New York, NY 10022

Tel: 212 446 4018 Fax: 212 371 4318

Email: jdonovan@dkpartners.com

Attn: Jennifer Donovan

### SCHEDULE 1

#### Transferred Claims

# Lehman Programs Securities and Purchased Portion to which Transfer relates

ISIN / CUSIP	Issuer	Guarantor	Principal / Notional Amount	ISIN CCY	POC#	Allowed Claim Amount Transferred (USD)
XS0177758801	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,600,000.00	USD	55856.01	1,633,981.78
XS0177758801	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	3,400,000.00	USD	55857.01	3,472,211.28
XS036666419	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	586,000.00	USD	55856.01	387,077.71
XS0366666419	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,244,000.00	USD	55857.01	821,714.45
XS0366666179	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	140,000.00	USD	55856.01	119,463.70
XS0366666179	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	296,000.00	USD	55857.01	252,580.40
XS0366666336	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	61,000.00	USD	55856.01	47,042.72
XS0366666336	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	131,000.00	USD	55857.01	101,026.16
XS0230752882	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	3,950,000.00	EUR	63603.03	5,670,390.52
XS0230752882	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,050,000.00	EUR	63603.01	1,507,319.00
XS0346881252	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,600,000.00	EUR	55856.01	2,337,693.62
XS0346881252	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	3,400,000.00	EUR	55857.01	4,967,598.94
XS0366665106	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	719,000.00	EUR	55856.01	667,543.22

XS0366665106	Lehman Brothers	Lehman Brothers	1,529,000.00	EUR	55857.01	1,419,573.84
	Treasury Co. B.V.	Holdings, Inc.				
XS0364806298	Lehman Brothers	Lehman Brothers	640,000.00	EUR	55856.01	913,402.98
	Treasury Co. B.V.	Holdings, Inc.				
XS0364806298	Lehman Brothers	Lehman Brothers	1,360,000.00	EUR	55857.01	1,940,981.33
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665015	Lehman Brothers	Lehman Brothers	184,000.00	EUR	55856.01	198,370.29
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665015	Lehman Brothers	Lehman Brothers	391,000.00	EUR	55857.01	421,536.86
	Treasury Co. B.V.	Holdings, Inc.				
XS0366664984	Lehman Brothers	Lehman Brothers	141,000.00	EUR	55856.01	167,073.71
	Treasury Co. B.V.	Holdings, Inc.				_
XS0366664984	Lehman Brothers	Lehman Brothers	299,000.00	EUR	55857.01	354,291.06
	Treasury Co. B.V.	Holdings, Inc.				
XS0270986499	Lehman Brothers	Lehman Brothers	3,850,000.00	GBP	59098.21	6,965,101.33
	Treasury Co. B.V.	Holdings, Inc.				
XS0270986499	Lehman Brothers	Lehman Brothers	7,150,000.00	GBP	59098.02	12,935,188.19
	Treasury Co. B.V.	Holdings, Inc.				
XS0300241923	Lehman Brothers	Lehman Brothers	3,500,000.00	GBP	59098.22	6,311,198.40
	Treasury Co. B.V.	Holdings, Inc.				
XS0300241923	Lehman Brothers	Lehman Brothers	6,500,000.00	GBP	59098.03	11,720,797.02
	Treasury Co. B.V.	Holdings, Inc.				
XS0362223363	Lehman Brothers	Lehman Brothers	960,000.00	GBP	55856.01	1,721,565.66
	Treasury Co. B.V.	Holdings, Inc.		-		
XS0362223363	Lehman Brothers	Lehman Brothers	2,040,000.00	GBP	55857.01	3,658,327.02
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665791	Lehman Brothers	Lehman Brothers	753,000.00	GBP	55856.01	840,887.62
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665791	Lehman Brothers	Lehman Brothers	1,599,000.00	GBP	55857.01	1,785,629.89
	Treasury Co. B.V.	Holdings, Inc.				
XS0251195847	Lehman Brothers	Lehman Brothers	105,000.00	GBP	44064.02	188,707.28
	Treasury Co. B.V.	Holdings, Inc.				
XS0251195847	Lehman Brothers	Lehman Brothers	195,000.00	GBP	44064.01	350,456.38
	Treasury Co. B.V.	Holdings, Inc.				
XS0251195847	Lehman Brothers	Lehman Brothers	525,000.00	GBP	62795.01	943,536.40
	Treasury Co. B.V.	Holdings, Inc.				
XS0251195847	Lehman Brothers	Lehman Brothers	975,000.00	GBP	62795.00	1,752,281.89
	Treasury Co. B.V.	Holdings, Inc.			E	

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XS0366665361	Lehman Brothers	Lehman Brothers	502,000.00	GBP	55856.01	650,368.62
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665361	Lehman Brothers	Lehman Brothers	1,067,000.00	GBP	55857.01	1,382,357.21
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665288	Lehman Brothers	Lehman Brothers	276,000.00	GBP	55856.01	395,784.39
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665288	Lehman Brothers	Lehman Brothers	585,000.00	GBP	55857.01	838,890.83
	Treasury Co. B.V.	Holdings, Inc.				
XS0383284923	Lehman Brothers	Lehman Brothers	34,976,000.00	SEK	55856.01	3,306,160.65
	Treasury Co. B.V.	Holdings, Inc.				
XS0383284923	Lehman Brothers	Lehman Brothers	74,325,000.00	SEK	55857.01	7,025,685.91
	Treasury Co. B.V.	Holdings, Inc.				
XS0366666096	Lehman Brothers	Lehman Brothers	25,614,000.00	SEK	55856.01	2,442,107.12
	Treasury Co. B.V.	Holdings, Inc.				
XS0366666096	Lehman Brothers	Lehman Brothers	54,431,000.00	SEK	55857.01	5,189,596.82
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665874	Lehman Brothers	Lehman Brothers	15,324,000.00	SEK	55856.01	1,872,769.14
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665874	Lehman Brothers	Lehman Brothers	32,562,000.00	SEK	55857.01	3,979,451.11
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665957	Lehman Brothers	Lehman Brothers	12,009,000.00	SEK	55856.01	1,328,890.30
	Treasury Co. B.V.	Holdings, Inc.				
XS0366665957	Lehman Brothers	Lehman Brothers	25,519,000.00	SEK	55857.01	2,823,878.06
	Treasury Co. B.V.	Holdings, Inc.				
XS0268040192	Lehman Brothers	Lehman Brothers	4,025,000.00	SGD	60628.01	2,872,371.72
	Treasury Co. B.V.	Holdings, Inc.				
XS0268040192	Lehman Brothers	Lehman Brothers	7,475,000.00	SGD	60628.00	5,334,404.61
	Treasury Co. B.V.	Holdings, Inc.				
XS0383284840	Lehman Brothers	Lehman Brothers	342,000.00	USD	55856.01	213,446.76
	Treasury Co. B.V.	Holdings, Inc.				
XS0383284840	Lehman Brothers	Lehman Brothers	727,000.00	USD	55857.01	453,730.39
	Treasury Co. B.V.	Holdings, Inc.				
XS0350847116	Lehman Brothers	Lehman Brothers	700,000.00	EUR	39733.01	993,374.04
	Treasury Co. B.V.	Holdings, Inc.				
XS0350847116	Lehman Brothers	Lehman Brothers	1,300,000.00	EUR	39733	1,844,837.50
	Treasury Co. B.V.	Holdings, Inc.	. ,			
XS0350847116	Lehman Brothers	Lehman Brothers	700,000.00	EUR	39786.01	993,374.04
	Treasury Co. B.V.	Holdings, Inc.				•

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XS0350847116	Lehman Brothers	Lehman Brothers	1,300,000.00	EUR	39786.00	1,844,837.50
	Treasury Co. B.V.	Holdings, Inc.				
XS0383285060	Lehman Brothers	Lehman Brothers	1,155,000.00	EUR	55856.01	1,060,544.23
	Treasury Co. B.V.	Holdings, Inc.				
XS0383285060	Lehman Brothers	Lehman Brothers	2,455,000.00	EUR	55857.01	2,254,230.37
	Treasury Co. B.V.	Holdings, Inc.				
XS0383284766	Lehman Brothers	Lehman Brothers	244,000.00	GBP	55856.01	273,288.58
	Treasury Co. B.V.	Holdings, Inc.				
XS0383284766	Lehman Brothers	Lehman Brothers	517,000.00	GBP	55857.01	579,058.17
	Treasury Co. B.V.	Holdings, Inc.				

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SCHEDULE 2

LBHI Distributions

SCHEDULE 2

#### LBHI DISTRIBUTION DATES AND AMOUNTS RECEIVED

		USD Allowed Claim						·						
ISIN / Cusio	Proof of Claim	Amount	4/17/2012	10/1/2012	4/4/2013	10/3/2013	4/3/2014	10/2/2014	4/2/2015	10/2/2015	3/31/2016	5/16/2016	10/5/2016	4/6/2017
XS0177758801	55856.01	1,633,981.78	58,974.14	39,796.91	50,266,42	59,596.49	64,735,67	48.584.07	33.155.72	25,288,49	7.017.60	10.450.13	18,372.36	13,992.91
XS0230752882	63603.01	1,507,319.00	54,402,59	36,711.94	46,369.88	54,976.70	59,717,50	44,817.94	30,585,56	23,328.18	5,473.61	9,640.05	16,948.17	12,908,21
X50230752882	63603.03	5,670,390.52	204,657.37	138,106.84	174,439.07	206,817.11	224,651,57	168,600.84	115,059,99	87,758.42	24,353.13	36,264.98	63,757.41	48,559.46
XS0251195847	44064.01	350,456.38	12.648.75	8,535.63	10,781.12	12,782.23	13.884.50	10,420.29	7,111,23	5,423.87	1,505.13	2,241,34	3,940.50	3,001,19
XS0251195847	44064.02	188,707.28	5,810.87	4,596.11	5,805,23	6,882,75	7,476,27	5,610.93	3.829.12	2,920.55	810.45	1,206.87	2,121.80	1,615.03
XS0251195847	62795.00	1,752,281.89	63,243.78	42,678.15	53,905,64	63,911.19	69,422,52	S2,101.49	35,556.19	27,119.37	7,525.67	11,206.70	19,702.50	15,005.99
XS0251195847	62795.01	943,536.40	34,054.38	22,980.57	29,026.15	34,413.76	37,381.36	28,054.68	19,145.64	14,602.74	4,052.29	6,034.38	10,609.04	8,080.15
XS0268040192	60628.00	5,334,404.61	192,530.87	129,923.63	164,103.08	194,562,64	211,340.35	158,610.78	108,242,36	82,558.48	22,910.14	34,116.17	59,979.60	45,682,18
X50268040192	60628.01	2,872,371.72	103,670,47	69,958.88	88,363,20	104,764.50	113,798.65	85,405.80	58,284,35	44,454,57	12,336.22	18,370.25	32,296.71	24,598.10
XS0270986499	59098.02	12,935,188.19	466,860.56	315,046.72	397,927.13	471,787.31	512,470.93	384,609,06	262,472.67	200,192,85	55,553.90	82,726,98	145,442.21	120,772.94
X50270986499	59098,21	5,965,101.33	251,386.45	169,640.54	214.258.45	254.039.32	275,945.89	207,097.18	141,331,44	107,796.15	29,913.64	44,545,30	78,315.04	59,646.96
XS0300241923	59098.03	11,720,797.02	423,030,40	285,469.26	360,558.63	427,494,62	464,358.75	348,500.90	237,831.02	181,398,19	50,338.35	74,960,34	131,787.69	100,373.27
XS0300241923	59098.22	5,311,198.40	227,785.60	153,714.22	194,152.34	230,189.41	250,039.32	187,654.33	128,062.86	97,675.95	27,105.27	40,363.26	70,962.60	54,047.14
												14,950.71		
XS0346881252	\$5856.01	2,337,693.62	84,372.71	56,936.37	71,914.81	85,263.09	92,615.58	69,507.93	47,435.00	36,179.57	10,039.90	31.770.26	25,284.84	20,019.28
XS0346881252	55857.01	4,967,598.94	179,292.02	120,989.79	152,818.99	181,184.08	196,808.11	147,704.35	100,799.37	75,881.58	21,334.78		55,855.28	42,540.97
XS0350847116	39733.00	1,844,837.50	66,584.41	44,932.47	56,753.01	67,287.07	73,089.43	54,853.56	37,434.28	28,551.82	7,923.18	11,798.65	20,743.19	15,798.61
X\$0350847116	39733.01	993,374.04	35,853.14	24,194.40	30,559.31	36,231.50	39,355.85	29,536.53	20,156.92	15,374.06	4,266.32	6,353.11	11,169.41	8,506.94
XS0350847116	39786.00	1,844,837.50	66,584.41	44,932.47	56,753.01	67,287.07	73,089.43	54,853.56	37,434.28	28,551.82	7,923.18	11,798.65	20,743.19	15,798.61
XS0350847116	39786.01	993,374.04	35,853.14	24,194.40	30,559.31	36,231.50	39,355.85	29,536.53	20,156.92	15,374.06	4,266.32	6,353.11	11,169.41	8,506.94
XS0362223363	55856.01	1,721,565.66	62,135.24	41,930.09	52,960.78	62,790.95	68,205.60	51,188.25	34,932.92	26,644.00	7,393.76	11,010.27	19,357.14	14,742.95
XS0362223363	55857.01	3,658,327.02	132,037.39	89,101.44	112,541.66		144,936.90	108,775.05	74,232.45	56,618.50	15,711.74	23,396.82	41,133.92	31,328.77
XS0364806298	55856.01	913,402.98	32,966.80	22,246.65	28,099.15	33,314.70	36,187.52	27,158.71	18,534.19	14,136.38	3,922.87	5,841.66	10,270.23	7,822.09
XS0364806298	55857.01	1,940,981.33	70,054.46	47,274.13	59,710.70	70,793.74	76,898.48	57,712.28	39,385.16	30,039.80	8,336.09	12,413.53	21,824.23	16,621.96
X\$0365664984	55856.01	167,073.71	6,030.97	4,069.21	5,139.71	6,093.70	6,619.18	4,967.60	3,390.15	2,585.73	717.54	1,068.51	1,878.56	1,430.76
XS0366664984	55857.01	354,291.06	12,786.96	8,629.03	10,899.10		14,035.43	10,534.33	7,189.04	5,483.21	1,521.59	2,265.85	3,983.61	3,034.03
X30366665015	55856.01	198,370.29	7,159.63	4,831.46	6,102.49		7,859.10	5,898.25	4,025.20	3,070.09	851.95	1,268.67	2,230.45	1,698.78
XS036665015	55857.01	421,536.86	15,214.22	10,266.85	12,967.79	<u> </u>	16,700.58	12,533.78	8,5\$3.55	6,523.95	1,810.40	2,695.92	4,739.71	3,609.91
XS0366665106	55856.01	667,543.22	24,093.16	16,258.54	20,535.73	24,347.41	26,446.96	19,848.42	13,545.36	10,331.30	2,866.95	4,269.27	7,505.80	5,716.63
X\$0366665106	55857.01	1,419,573.84	51,235.66	34,574.83	43,670.56	51,776.35	56,241.17	42,208.96	28,805.08	21,970.18	6,096.76	9,078.87	15,961.56	12,156.79
XSQ366665288	55856.01	395,784.39	14,284.76	9,639.64	12,175.57	14,435.51	15,680.32	11,768.07	8,031.00	6,125.40	1,699.81	2,531.23	4,450.16	3,389.37
XS0366665288	55857.01	838,890.83	30,277.49	20,431.84	25,806.92	30,597.00	33,235.47	24,943.20	17,022.24	12,983.18	3,602.85	5,365.12	9,432.42	7,184.00
XS036665361	55856.01	650,368.62	23,473.29	15,840.24	20,007.38	23,721.00	25,766.53	19,337.76	13,196.87	10,065.50	2,793.19	4,159.43	7,312.69	5,569.55
X50366665361	55857.01	1,382,357.21	49,892.43	33,668.40	42,525.66	50,418.94	54,766.72	41,102.38	28,049.92	21,394.20	5,936.93	8,840.86	15,543.11	11,838.07
XS0356665791	55856.01	840,887.62	30,349.55	20,480.48	25,868.35	30,669.83	33,314.58	25,002.57	17,062.75	13,014.08	3,611.43	5,377.89	9,454.87	7,201.10
XS0366665791	55857.01	1,785,629.89	64,447.47	43,490.42	54,931.60	65,127.58	70,743.72	53,093.11	36,232.87	27,635.49	7,688.90	11,419.99	20,077.47	15,291.58
XS0366665874	55856.01	1,872,769.14	67,592.52	45,512.77	57,612.27	68,305.82	74,196.03	55,684.07	38,001.04	28,984.11	8,043.14	11,977.29	21,057.26	16,037.81
XS0366665874	55857.01	3,979,451.11	143,627.50	96,922.67	122,420.45	145,143.19	157,659.32	118,323.20	80,748.51	61,588.40	17,090.90	25,450.56	44,744.61	34,078.78
XS0366665957	55856.01	1,328,890.30	47,962.69	32,366.17	40,880.85	48,468.84	52,648.45	39,512.62	26,965.00	20,566.71	5,707.30	8,498.91	14,941.93	11,380.20
XS036665957	55857.01	2,823,878.06	101,920.22	68,777.77	86,871.38	102,995.78	111,877.40	83,963.92	57,300.34	43,704.04	12,127.95	18,060.10	31,751.44	24,182.81
XS0366666096	55856.01	2,442,107.12	88,141.23	59,479.44	75,125.90	89,071.38	96,752.27	72,612.51	49,553.69	37,795.53	10,488.33	15,618.49	27,458.85	20,913.44
XS0365666096	55857.01	5,189,596.82	187,304.43	126,396.73	159,648.34		205,603.30	154,305.13	105,304.01	80,317.35	22,288.21	33,190.05	58,351,40	44,442.09
XS0366666179	55856.01	119,463.70	4,311.71	2,909.63	3,675.07	4,357.21	4,732.95	3,552.07	2,424.08	1,848.89	513.07	764.03	1,343.24	1,023.05
X50366666179	55857.01	252,580.40	9,116.20	6,151.79	7,770.16	<u> </u>	10,006.81	7,510.11	5,125.19	3,909.08	1,084.77	1,615.37	2,839.99	2,163.02
XS0366666336	55856.01	47,042.72	1,697.87	1,145.76	1,447.18		1,863.75	1,398.74	954.56	728.06	202.03	300.86	528.94	402.85
XS0177758801	55857.01	3,472,211.28	125,320.05	84,568.44	106,816.15		137,563.31	103,241.16	70,455.92	53,738.05	14,912.41	22,206.52	39,041.26	29,734.94
XS0366666336	55857.01	101,026.16	3,646.27	2,460.57	3,107.88		4,002.49	3,003.87	2,049.96	1,563.54	433.89	646.11	1,135.93	865.16
XS0366666419	55856.01	387,077.71	13,970.52		11,907.72		15,335.38	11,509.19	7,854.33	5,990.65	1,662.41	2,475.55	4,352.27	3,314.81
XS0355666419	55857.01	821,714.45	29,657.55		25,278.52		32,554.97	24,432.48	16,673.70	12,717.35	3,529.08	5,255.26	9,239.28	7,036.90
X50383284766	55856.01	273,288.58	9,863.61	6,656.15	8,407.21		10,827.24	8,125.83	5,545.39	4,229.58	1,173.71	1,747.81	3,072.83	2,340.35
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XS0383284766	55857.01	579,058.17	20,899.53	14,103.41	17,813.65	21,120.08	22,941.33	17,217.45	11,749.88	8,961.85	2,486.93	3,703.36	6,510.88	4,958.87

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200000000000000000000000000000000000000	50 K3033	7 A35 685 G1	352 572 00	371 316 73	216.137.22	256 249.03	278,346,14	208,898.58	142,560.78	108,733.79	30,173,83	44,932.77	78,996.24	60,165,79
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SCHEDULE 3

LBT Distributions

#### SCHEDULE 3

#### LBT DISTRIBUTION DATES AND AMOUNTS RECIEVED

ISIN / Cusip	ISIN CCY	CCY Notional	8-May-13	24-Oct-13	28-Apr-14	28-Oct-14	27-Apr-15	29-Oct-15	28-Apr-16	14-Jยl-16	29-Nov-16	4-May-17
XS0177758801	USD	5,000,000.00	523,046.19	253,554.04	274,529.98	210,256.52	141,572.62	108,886.04	30,421.70	44,503.75	78,556.81	59,637.91
XS0230752882	EUR	5,000,000.00	515,180.48	241,002.92	259,030.27	214,156.58	171,571.01	124,834.31	34,942.09	52,326.27	96,269.08	71,054.40
XS0251195847	GBP	1,800,000.00	244,264.12	95,576.56	99,571.30	79,533.31	57,862.18	42,974.35	12,888.17	21,080.17	38,424.13	28,373.25
XS0268040192	SGD	11,500,000.00	1,199,202.13	490,244.72	539,038.51	417,602.45	298,862.52	237,134.88	63,790.51	94,031.69	174,833.42	129,853.03
XS0270986499	GBP	11,000,000.00	1,510,870.80	591,179.07	615,888.13	491,945.15	357,900.64	265,813.44	79,718.47	130,389.26	237,668.57	175,499.77
XS0300241923	GBP	10,000,000.00	1,366,441.51	534,666.25	557,013.29	444,918.44	323,687.70	240,403.43	72,097.91	117,924.91	214,949.02	158,723.15
XS0346881252	EUR	5,000,000.00	638,321.98	250,068.82	268,774.31	222,212.59	178,025.06	129,530.25	36,256.52	54,294.65	99,890.47	73,727.28
XS0350847116	EUR	4,000,000.00	452,592.43	177,307.47	190,570.32	157,556.44	126,225.95	91,841.44	25,707.13	38,496.79	70,825.81	52,275.20
XS0362223363	GBP	3,000,000.00	395,624.77	154,801.51	161,271.63	128,816.89	93,717.05	69,603.82	20,874.45	34,142.71	62,234,02	45,954.99
XS0364806298	EUR	2,000,000.00	253,732.58	99,402.20	106,837.62	88,329.37	70,764.85	51,488.19	14,411.94	21,582.09	39,706.40	29,306.55
XS0366664984	EUR	440,000.00	46,264.60	18,124.50	19,480.35	16,105.63	12,902.98	9,388.15	2,627.82	3,935.19	7,239.91	5,343,64
XS0366665015	EUR	\$75,000.00	55,124.59	21,595.59	23,210.97	19,189.97	15,373.99	11,186.05	3,131.06	4,688.81	8,626.40	6,366.98
XSD366665106	EUR	2,248,000.00	185,881.56	72,820.91	78,268.01	64,709.08	51,841.52	37,719.66	10,558.02	15,810.79	29,088.45	21,469.64
XS0366665288	GBP	861,000.00	95,459.05	37,351.57	38,912.72	31,081.82	22,612.69	15,794.48	5,036.73	8,238.19	15,016.25	11,088.33
XS0366665361	GBP	1,569,000.00	156,910.35	61,396.46	63,962.60	51,090.59	37,169.50	27,605.85	8,279.10	13,541.48	24,682.89	18,226.40
XS0366665791	GBP	2,352,000.00	202,639.27	79,289.44	82,603.44	65,980.10	48,001.94	35,651.12	10,691.91	17,487.92	31,876.31	23,538.18
XS0366665874	SEK	47,886,000.00	4,401,359.18	1,776,505.65	1,973,025.59	1,651,134.62	1,335,935.64	987,584.29	268,914.34	414,962.35	791,085.66	571,078.31
XS0366665957	SEK	37,528,000.00	3,129,184.96	1,263,022.29	1,402,739.87	1,173,888.56	949,795.18	702,202.82	191,187-01	295,021.13	562,429.30	406,013.14
XS0366666096	SEK	80,045,000.00	5,753,348.43	2,322,204.48	2,579,090.50	2,158,322.55	1,746,302.20	1,291,076.61	351,518.21	542,428.58	1,034,087.71	746,499.51
XS0366666179	USD	436,000.00	45,113.70	18,359.41	19,878.24	15,224.31	10,251.03	7,884.25	2,202.78	3,222.44	5,688.16	4,318.28
XS0366666336	USD	192,000.00	18,037.91	7,340.68	7,947.96	6,087.17	4,098.69	3,152.38	880.74	1,288.43	2,274.31	1,726.59
XS0366666419	USD	1,830,000.00	147,672.46	60,096.58	65,068.24	49,834.34	33,555.10	25,807.83	7,210.46	10,548.14	18,619.29	14,135.19
XS0383284766	GBP	761,000.00	65,870.64	25,774.10	26,851.36	21,447.72	15,603.68	11,588.88	3,475.55	5,584.68	10.361.83	7,651.40
XS0383284840	USD	1,069,000.00	83,328.46	33,911.24	36,716.64	28,120.47	18,934.44	14,562.81	4,068.71	5,952.09	10,506.47	7,976.19
XS0383284923	SEK	109,301,000.00	7,807,987.19	3,151,511.34	3,500,136.63	2,929,103.81	2,369,942.54	1,752,146.55	477,052.57	736,140.95	1,403,381.64	1,013,089.80
XS0383285060	EUR	3,610,000.00	295,938.36	115,936.72	124,608.95	103,022.04	82,535.85	60,052.72	16,809.22	25,172.05	46,311.14	34,181.38